

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK**

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**HENRY L. ROBINSON,**

**Plaintiff,**

**- against -**

**VICTORY MITSUBISHI,  
FLAGSHIP CREDIT ACCEPTANCE,  
and CRESCENT BANK & TRUST,**

**Defendants**  
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**Index No.: 23-CV-0385-LJL**

**VERIFIED ANSWER  
TO PLAINTIFF'S  
AMENDED COMPLAINT**

Defendant SPARTAN AUTO GROUP LLC s/h/a VICTORY MITSUBISHI ("Victory") by its attorneys, Nicholas Goodman & Associates, PLLC, Answers the Amended Complaint of Plaintiff HENRY L. ROBINSON ("Plaintiff") dated March 17, 2023, upon information and belief, as follows:

1. Victory admits only that Plaintiff appeared at 4070 Boston Road, Bronx, New York, on or about November 1, 2022, and otherwise denies having knowledge or information sufficient to form a belief as to the allegations set forth in Paragraph "1" of Plaintiff's Statement of Claim.

2. Victory denies each and every allegation set forth in Paragraph "2" of Plaintiff's Statement of Claim.

3. Victory denies having knowledge or information sufficient to form a belief as to the allegations set forth in Paragraph "3" of Plaintiff's Statement of Claim, except that Victory admits that it received certain incomprehensible correspondence and documentation from Plaintiff and denies that it had any obligation to respond to same, and further denies that that any of the statutory provisions set forth in Paragraph "3" of Plaintiff's Statement Claim have any application to any conduct or transaction between Plaintiff and Victory.

4. Victory denies having knowledge or information sufficient to form a belief as to the allegations set forth in Paragraph "4" of Plaintiff's Statement of Claim regarding co-Defendants

FLAGSHIP CREDIT ACCEPTANCE (“Flagship”) and CRESCENT BANK & TRUST (“Crescent”), and otherwise denies each and every allegation set forth therein.

5. Victory denies having knowledge or information sufficient to form a belief as to the allegations set forth in Paragraph “5” of Plaintiff’s Statement of Claim, except that Victory denies that any of the statutory provisions cited therein have any application to any conduct or transaction between Plaintiff and Victory.

6. Paragraph “6” of Plaintiff’s Statement of Claim states a conclusion of law which does not require a response, except that Victory refers all questions of law to the Court and, to the extent a response is required, denies the allegations set forth therein.

7. Paragraph “7” of Plaintiff’s Statement of Claim states a conclusion of law which does not require a response, except that Victory refers all questions of law to the Court and, to the extent a response is required, denies the allegations set forth therein.

8. Paragraph “8” of Plaintiff’s Statement of Claim states a conclusion of law which does not require a response, except that Victory refers all questions of law to the Court and, to the extent a response is required, denies the allegations set forth therein.

**GENERAL DENIAL**

9. Defendants deny each and every allegation contained in Plaintiff’s Complaint that is not expressly admitted and further deny that Plaintiff is entitled to any relief or recovery whatsoever in this action.

**AS AND FOR A FIRST AFFIRMATIVE DEFENSE**

10. Plaintiff’s Amended Complaint fails to state a cause of action as against Victory upon which relief may be granted.

**AS AND FOR A SECOND AFFIRMATIVE DEFENSE**

11. Plaintiff’s claims are barred by the applicable statute(s) of limitations.

**AS AND FOR A THIRD AFFIRMATIVE DEFENSE**

12. This Court does not have subject matter jurisdiction to hear the claims set forth in Plaintiff's Amended Complaint.

**AS AND FOR A FOURTH AFFIRMATIVE DEFENSE**

13. Plaintiff's claims are barred by the doctrines of waiver and/or estoppel and/or laches and/or unclean hands and/or ratification.

**AS AND FOR A FIFTH AFFIRMATIVE DEFENSE**

14. To the extent Plaintiff suffered any damages as alleged, which Victory denies, Plaintiff failed to mitigate his damages.

**AS AND FOR A FIFTH AFFIRMATIVE DEFENSE**

15. If Plaintiff sustained any damages as alleged, such damages were caused by Plaintiff's own fault, negligence, and/or culpable conduct.

**AS AND FOR A SIXTH AFFIRMATIVE DEFENSE**

16. Plaintiff is barred from any recovery from Victory because Plaintiff's alleged damages, if any, were caused by the acts or omissions of third persons over whom Victory exercised no control and for whose conduct Victory bears no responsibility.

**DEMAND FOR JURY TRIAL**

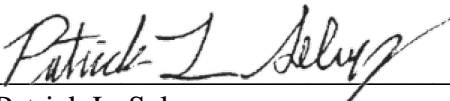
17. Defendants hereby demand a jury trial.

**[Remainder of page intentionally left blank]**

**WHEREFORE**, Victory demands judgment dismissing Plaintiff's Amended Complaint in its entirety, with the costs and disbursements of this action, including reasonable attorneys' fees, and all other costs herein, together with such other and further relief as this Court deems just and proper.

Dated: New York, New York  
July 7, 2023

Yours, etc.  
NICHOLAS GOODMAN & ASSOCIATES, PLLC

BY:   
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**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK**

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**HENRY L. ROBINSON,**

**Plaintiff,**

**- against -**

**Index No.: 23-CV-0385-LJL**

**ATTORNEY VERIFICATION**

**VICTORY MITSUBISHI,  
FLAGSHIP CREDIT ACCEPTANCE,  
and CRESCENT BANK & TRUST,**

**Defendants**  
-----X

**Patrick L. Selvey**, an attorney admitted to practice law in the State of New York, hereby swears and affirms, under the penalties of perjury, as follows:

I am associated with the law firm Nicholas Goodman & Associates, PLLC, attorneys for Defendant SPARTAN AUTO GROUP LLC s/h/a VICTORY MITSUBISHI ("Victory"); I have read the foregoing **Verified Answer** and know the contents thereof, and that the same are true to my information, knowledge, and belief, based on information in my file and conversations with Victory, except as to those matters therein stated to be alleged upon information and belief and that, as to those matters, I believe them to be true.

That the reason this Verification is made by the undersigned and not by Victory is that Victory's principal place of business is located outside the County of New York where my office is located.

Dated: New York, New York  
July 7, 2023

  
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Patrick L. Selvey